

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

<u>In re:</u>	:	Chapter 11 Case No.
LEHMAN BROTHERS HOLDINGS INC., et al.,	:	08-13555 (JMP)
Debtors.	:	(Jointly Administered)

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr.P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

LBVN Holdings, L.L.C.

Name of Transferee

Name and Address where notices to transferee should be sent:

P.O. Box 1641
New York, New York 10150
E-mail: lbvn@lbvn.myhostedsolution.net
Phone: N/A
Last Four Digits of Acct #: N/A

With a copy to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, New York 10019-6064
Attention: Andrew N. Rosenberg
Phone: (212) 373-3125
Facsimile: (212) 492-0125
E-Mail: arosenberg@paulweiss.com

Name and Address where transferee payments should be sent (if different from above): N/A

Cantor Fitzgerald & Co.

Name of Transferor

Court Claim # (if known): 55744
Total Claim Amount: \$552,607,016.17

Amount of Claim as Filed with respect to ISIN
XS0296489304: \$65,517,800.00
Amount of Claim as Filed with respect to ISIN
XS0296489304 to be Transferred: \$65,517,800.00
(or 100.00% of the Amount of Claim as Filed)

Allowed Amount of Claim with respect to ISIN
XS0296489304: \$55,314,834.19
Allowed Amount of Claim with respect to ISIN
XS0296489304 to be Transferred: \$55,314,834.19
(or 100.00% of the Allowed Amount of Claim)
Date Claim Filed: October 29, 2009

Name and Address of Transferor:

Cantor Fitzgerald & Co.,
110 East 59th Street
New York, NY 10022
Attn: Nathan Plotkin
Telephone: (212) 829-4889
Fax: (212) 504-7954
Email: nplotkin@cantor.com

****PLEASE SEE ATTACHED EXHIBITS****

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: _____

Transferee/Transferee's Agent

Andrew N. Rosenberg/Authorized Signatory

Date: June 29, 2012

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

Exhibit A

Evidence of Transfer of Claim

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, CANTOR FITZGERALD & Co. (the "Seller") hereby unconditionally and irrevocably sells, transfers and assigns to LBVN HOLDINGS, L.L.C. (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the principal amount (and corresponding allowed amount) specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Proof of Claim Number 55744 filed by UGF Banca S.p.A. on behalf of its clients (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors; (g) the Notices of Proposed Allowed Claim Amount, dated August 24, 2011 ("Notices") for the Proof of Claim provided to Purchaser is true and correct, and there were no subsequent revisions to such Notices, and no action was undertaken by Seller or its predecessors with respect to the Notices for the Proof of Claim; and (h) Seller's predecessors have received the first distribution relating to the Transferred Claims pursuant to the Modified Third Amended Joint Chapter 11 Plan of Lehman Brothers Holdings Inc. and its Affiliate Debtors, dated December 5, 2011, in the same time, manner and amount as other unsecured creditors of the same class of claims generally.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the

Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions, proceeds or notices received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

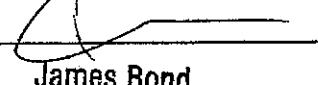
6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 29 day of June 2012.

SELLER

CANTOR FITZGERALD & Co.

By: 
Name: James Bond
Title: Chief Operating Officer
Address:
110 East 59th Street
New York, NY 10022
Attention: Nathan Plotkin
Telephone: 212-829-4889
Email: nplotkin@cantor.com
Fax: (212) 504-7954



PURCHASER

LBVN HOLDINGS, L.L.C.

By: _____
Name: Andrew N. Rosenberg
Title: Authorized Signatory

Address:
P.O. Box 1641
New York, NY 10150

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is
executed this 29 day of June 2012.

SELLER

CANTOR FITZGERALD & Co.

By: _____

Name:

Title:

Address:

110 East 59th Street

New York, NY 10022

Attention: Nathan Plotkin

Telephone: 212-829-4889

Email: nplotkin@cantor.com

Fax: (212) 504-7954

PURCHASER

LBVN HOLDINGS, L.L.C.

By: 

Name: Andrew N. Rosenberg

Title: Authorized Signatory

Address:

P.O. Box 1641

New York, NY 10150

Schedule 1

Transferred Claims

Purchased Claim \$65,517,800.00 of \$552,607,016.17 (the outstanding amount of the Proof of Claim as originally filed), or \$55,314,834.19, the allowed amount with respect to ISIN XS0296489304 as set forth in the Notices.

Lehman Programs Securities to which Transfer Relates

<u>Description of Security</u>	<u>ISIN/CUSIP</u>	<u>Issuer</u>	<u>Guarantor</u>	<u>Principal Notional Amount</u>	<u>Coupon</u>	<u>Maturity</u>	<u>Accrued Amount as of date of Proof of Claim filing</u>
Issue of EUR 46,000,000 Zero Coupon Notes due June 2012 Guaranteed by Lehman Brothers Holdings Inc. under the U.S.\$60,000,000,000 Euro Medium-Term Note Program	XS0296489304	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	EUR 46,000,000 of EUR 46,000,000 Equivalent to US\$65,517,800.00 of USD\$ 65,517,800.00)	Zero Coupon	June 29, 2012	N/A

Exhibit B

Proof of Claim

United States Bankruptcy Court/Southern District of New York
Lehman Brothers Holdings Claims Processing Center
c/o Epiq Bankruptcy Solutions, LLC
FDR Station, P.O. Box 5076
New York, NY 10150-5076

LEHMAN SECURITIES PROGRAMS
PROOF OF CLAIM

In Re:
Lehman Brothers Holdings Inc., et al.,
Debtors.

Chapter 11
Case No. 08-13555 (JMP)
(Jointly Administered)

Filed: USBC - Southern District of New York
Lehman Brothers Holdings Inc., Et Al.
08-13555 (JMP) 0000055744

Note: This form may not be used to file claims other than those
based on Lehman Programs Securities as listed on
<http://www.lehman-docket.com> as of July 17, 2009



FOR COURT USE ONLY

Name and address of Creditor: (and name and address where notices should be sent if different from
Creditor)

UGF Banca S.p.A. **[ON BEHALF OF ITS CLIENTS]**

Piazza della Costituzione, 2

40128 - Bologna

Italy

Telephone number: +39 02 51815955 Email Address: Legale.contenzioso@ugfassicurazioni.it

Check this box to indicate that this
claim amends a previously filed claim.

Court Claim Number: _____
(If known)

Filed on: _____

Name and address where payment should be sent (if different from above)

Check this box if you are aware that
anyone else has filed a proof of claim
relating to your claim. Attach copy of
statement giving particulars.

Telephone number: Email Address:

1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates. **SEE EXHIBIT 1**

Amount of Claim: \$ 552,607,016.17 (Required)

Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.

2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.

International Securities Identification Number (ISIN): SEE EXHIBIT 2 (Required)

3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.

Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number:

SEE EXHIBIT 3 (Required)

4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.

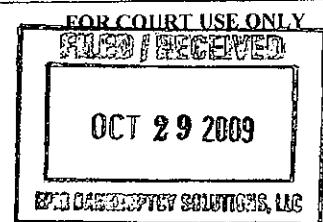
Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:

SEE EXHIBIT 4 (Required)

5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.

Date. Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.
27-Oct-2009 **UGF BANCA S.p.A. - Chief Executive Officer**
Colombini Luciano

SEE EXHIBIT 5



Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The questions on the Proof of Claim form include instructions for completing each question. The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

Claim

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured, reduced to judgment or not, liquidated or unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal or equitable.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the Claims Agent at the following address:

Lehman Brothers Holdings Claims Processing
c/o Epig Bankruptcy Solutions, LLC
FDR Station, PO Box 5076
New York, NY 10150-5076

Lehman Programs Security

Any security included on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009.

INFORMATION

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim, or you may access the Claims Agent's system (<http://www.lehman-docket.com>) to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

UGF BANCA S.p.A. (On behalf of its clients)
EXHIBIT 1 to the Proof of Claim - Claim amounts for
each Lehman Programs Security to which the Proof of
Claim relates and as evidenced in the highlighted
column

Exchange Rate EURUSD as of 15 September 2008: 1.4243
 (source: Bloomberg)

ISIN	Description	Claim amounts included in the amount specified in the Proof of Claim: Principal Amount plus Interest accrued but not paid as of 14 September 2008 (included) (EUR)	Claim amounts included in the amount specified in the Proof of Claim: Principal Amount plus Interest accrued but not paid as of 14 September 2008 (included) (USD)	Principal amount (EUR)	Principal amount (USD)	Interest accrued but not paid as of 14 September 2008 (included) (EUR)	Interest accrued but not paid as of 14 September 2008 (included) (USD)	Last Payment Date	Applicable Rate	Depository	Account number	Blocker			
XSO128857413	LEH 6-28 5/10/11	10,587,128.30	15,079,246.84	10,358,000	14,732,899.40	229,128.30	326,347.44	10/05/09	6.375%	fix	Clearstream	11037	C4		
XSO162289832	LEH 0-02/28/10	60,000	85,458	60,000	85,458	0.00	0.00	02/28/09	0.000%	Cop in arrears	Clearstream	11037	C4		
XSO176153350	LEH 0-10/10/13	920,441.97	1,310,985.50	899,000	1,274,448.50	25,441.97	38,237.00	10/10/08	3.060%	1.5% + italy cop (min 2%)	Clearstream	11037	C4		
XSO1789889209	LEH 7-11/28/13	40,073.53	57,076.73	39,000	55,547.70	1,073.53	1,929.03	11/26/08	3.459%	1.75% + euro cop (min 2%)	Clearstream	11037	C4		
XSO179304695	LEH 0-17/07/13	239.99	341.99	40,000	56,972	239.99	341.99	07/03/08	5.626%	3m eurobor-30bps	Clearstream	11037	C4		
XSO181945372	LEH 0-01/01/14	61,435.31	87,620.23	60,000	85,458	1,435.31	2,044.31	01/04/09	3.588%	1.25% + italy cop (min 1.75%)	Clearstream	11037	C4		
XSO183944643	LEH 4-24 01/16/14	69,884,019.73	99,535,008.30	67,756,000	96,504,870.80	0.00	2,128,019.73	03/03/09	4.750%	fix	Clearstream	11037	C4		
XSO186656445	LEH 5-02/27/14	57,988,621	82,664.71	57,000	81,185.10	88,306.60	2,134.65	3-39/26	5.325%	02/27/09	4.562%	1.5% + auto cop (min 2%)	Clearstream	11037	C4
XSO189284225	LEH 0-04/03/14	62,633.72	89,024.35	62,000	89,976.60	631.72	898.62	04/02/09	4.319%	3m eurobor-35bps	Clearstream	11037	C4		
XSO193035358	LEH 0-05/27/09	24,082.41	34,392	24,000	34,819.30	83.41	118.80	11/21/08	5.213%	3m eurobor-25bps	Clearstream	11037	C4		
XSO2024717050	LEH 0-10/27/14	61,590.37	87,723.16	60,000	85,458	1,390.37	2,265.57	10/27/08	3.003%	1.15% + cop euro (min 1.75%)	Clearstream	11037	C4		
XSO2028185486	LEH 0-11/06/09	40,197.2	57,252.76	40,000	56,972	197.12	280.76	11/10/08	5.218%	3m eurobor-25bps	Clearstream	11037	C4		
XSO2028489023	LEH 0-12/30/16	30,670.83	43,684.41	30,000	44.729	670.63	955.18	12/20/08	3.159%	cop euro +110bps (min 2%)	Clearstream	11037	C4		
XSO210762552	LEH 0-02/01/13	5,108.30	7,277.41	5,000	7,121.50	109.30	155.67	02/01/09	3.540%	80% cms 2Y (min 2.5%)	Clearstream	11037	C4		
XSO211093641	LEH 5-02/05/15	3,574.95	4,610.14	3,200	45,577.60	52.95	52.04	02/06/09	3.000%	3*(10Y cms-2Y cms) min 2%	Clearstream	11037	C4		
XSO2118144123	LEH 5-02/05/17	51,201.76	72,826.67	50,000	71,215	1,201.76	1,711.87	02/16/09	4.169%	cop euroY +110bps (min 1.5%)	Clearstream	11037	C4		
XSO213899510	LEH 4-03/09/15	51,032.79	72,885	50,000	71,215	1,032.79	1,477.00	03/09/09	4.000%	fix	Clearstream	11037	C4		
XSO224346592	LEH 0-07/02/12	35,485,165.92	50,581,623.25	35,200,000	50,135,360	285,166.93	408,166.93	10/20/08	5.208%	3m eurobor-25bps	Clearstream	11037	C4		
XSO247679573	LEH 0-03/01/11	1,012,74.42	1,422,300	1,000,000	1,422,300	12,34.42	18,13.83	09/17/08	5.151%	3m eurobor-190bps	Clearstream	11037	C4		
XSO261832602	ZC	40,000,000	50,000,000	40,000,000	50,000,000	0.00	0.00	08/30/11	0.000%	2C	Clearstream	11037	C4		
XSO289892875	ZC	8,000,000	10,347,400	8,000,000	11,394,400	0.00	0.00	08/30/11	0.000%	2C	Clearstream	11037	C4		
XSO289892892	ZC	52,055.33	74,142.40	50,000	71,215	2,055.33	2,927.40	09/26/09	4.250%	fix fino al 09/11	Clearstream	11037	C4		
XSO289892895	ZC	5,029,266.67	7,163,184.51	5,000,000	7,121,500	20,66,67	41,684,51	11/05/09	5.263%	3m eurobor-30bps	Clearstream	11037	C4		
XSO283497005	LEH 0-01/31/17	10,276,627.41	14,637,600.42	10,000,000	14,243,000	276,827.41	394,000.42	01/31/09	4.460%	101% cms 10Y	Clearstream	11037	C4		
XSO287046993	LEH 4-05/03/14/19	15,348,770.49	15,25,851,25,81	15,000,000	21,364,500	348,770.49	498,773.81	02/14/09	4.621%	fix fino al 03/14	Clearstream	11037	C4		
XSO298489304	ZC	46,000,000	52,055.33	46,000,000	65,517,800	0.00	0.00	06/29/12	0.000%	2C	Clearstream	11037	C4		
XSO309929185	ZC	5,000,000	7,121,500	5,000,000	7,121,500	0.00	0.00	07/27/14	0.000%	index linked	Clearstream	11037	C4		
XSO309929186	ZC	5,024,876.67	7,158,593.84	5,000,000	7,121,500	24,876.67	35,431.84	11/01/09	5.268%	3m eurobor-30bps	Clearstream	11037	C4		
XSO309929187	ZC	16,000,000	22,786,000	16,000,000	22,786,000	0.00	0.00	05/29/13	0.000%	cop in arrears	Clearstream	11037	C4		
XSO304218618	ZC	16,000,000	22,786,000	16,000,000	22,786,000	0.00	0.00	05/29/13	0.000%	2C	Clearstream	11037	C4		
XSO309915659	ZC	7,111,000	10,281,97.30	7,111,000	10,281,97.30	0.00	0.00	07/27/12	0.000%	2C	Clearstream	11037	C4		
XSO342412284	ZC	35,000,000	49,850,500	35,000,000	49,850,500	0.00	0.00	03/26/14	0.000%	2C	Clearstream	11037	C4		
XSO349911387	ZC	56,470,555.74	80,431,02.64	55,000,000	78,336,500	1,470,555.74	2,094,512.54	03/03/09	5.018%	123% cmsY max 8.5%	Clearstream	11037	C4		
XSO355376300	ZC	20,000,000	20,486,000	20,000,000	20,486,000	0.00	0.00	04/25/14	0.000%	2C	Clearstream	11037	C4		

Total (EUR) 387,984,985.43 Total (USD) 52,607,016.17

UGF BANCA S.p.A. (On behalf of its clients)

**EXHIBIT 2 to the Proof of Claim - ISINs of the Lehman
Programs Securities to which the Proof of Claim
relates**

ISIN
XS0128857413
XS0162289663
XS0176153350
XS0178969209
XS0179304869
XS0181945972
XS0183944643
XS0185655445
XS0189294225
XS0189741001
XS0193035358
XS0202417050
XS0205185456
XS0208459023
XS0210782552
XS0211093041
XS0211814123
XS0213899510
XS0224346592
XS0247679573
XS0251832662
XS0258962975
XS0268648952
XS0282937985
XS0283497005
XS0287044969
XS0296489304
XS0299929165
XS0300055547
XS0302634059
XS0304219818
XS0309156668
XS0342412284
XS0349911387
XS0356376300



UGF BANCA S.p.A. (On behalf of its clients)

**EXHIBIT 3 to the Proof of Claim - Blocking Numbers
of the Lehman Programs Securities to which the
Proof of Claim relates and as evidenced in
highlighted column**

ISIN	Depository	Account number	Blocking Reference Number
XS0128857413	Clearstream	11037	CA36395
XS0162289663	Clearstream	11037	CA37084
XS0176153350	Clearstream	11037	CA37086
XS0178969209	Clearstream	11037	CA37087
XS0179304869	Clearstream	11037	CA37088
XS0181945972	Clearstream	11037	CA37091
XS0183944643	Clearstream	11037	CA37093
XS0185655445	Clearstream	11037	CA37096
XS0189294225	Clearstream	11037	CA37098
XS0189741001	Clearstream	11037	CA37101
XS0193035358	Clearstream	11037	CA37102
XS0202417050	Clearstream	11037	CA37111
XS0205185456	Clearstream	11037	CA37114
XS0208459023	Clearstream	11037	CA37116
XS0210782552	Clearstream	11037	CA37117
XS0211093041	Clearstream	11037	CA37119
XS0211814123	Clearstream	11037	CA37121
XS0213899510	Clearstream	11037	CA37122
XS0224346592	Clearstream	11037	CA37123
XS0247679573	Clearstream	11037	CA37127
XS0251832662	Clearstream	11037	CA37129
XS0258962975	Clearstream	11037	CA37132
XS0268648952	Clearstream	11037	CA37134
XS0282937985	Clearstream	11037	CA37135
XS0283497005	Clearstream	11037	CA37138
XS0287044969	Clearstream	11037	CA37141
XS0296489304	Clearstream	11037	CA37142
XS0299929165	Clearstream	11037	CA37144
XS0300055547	Clearstream	11037	CA37156
XS0302634059	Clearstream	11037	CA37302
XS0304219818	Clearstream	11037	CA37326
XS0309156668	Clearstream	11037	CA37425
XS0342412284	Clearstream	11037	CA37428
XS0349911387	Clearstream	11037	CA37429
XS0356376300	Clearstream	11037	CA37432



UGF BANCA S.p.A. (On behalf of its clients)

**EXHIBIT 4 to the Proof of Claim - Account Numbers related
to the Lehman Programs Securities to which the Proof of
Claim relates and as evidenced in the highlighted column**

ISIN	Depository	Account number
XS0128857413	Clearstream	11037
XS0162289663	Clearstream	11037
XS0176153350	Clearstream	11037
XS0178969209	Clearstream	11037
XS0179304869	Clearstream	11037
XS0181945972	Clearstream	11037
XS0183944643	Clearstream	11037
XS0185655445	Clearstream	11037
XS0189294225	Clearstream	11037
XS0189741001	Clearstream	11037
XS0193035358	Clearstream	11037
XS0202417050	Clearstream	11037
XS0205185456	Clearstream	11037
XS0208459023	Clearstream	11037
XS0210782552	Clearstream	11037
XS0211093041	Clearstream	11037
XS0211814123	Clearstream	11037
XS0213899510	Clearstream	11037
XS0224346592	Clearstream	11037
XS0247679573	Clearstream	11037
XS0251832662	Clearstream	11037
XS0258962975	Clearstream	11037
XS0268648952	Clearstream	11037
XS0282937985	Clearstream	11037
XS0283497005	Clearstream	11037
XS0287044969	Clearstream	11037
XS0296489304	Clearstream	11037
XS0299929165	Clearstream	11037
XS0300055547	Clearstream	11037
XS0302634059	Clearstream	11037
XS0304219818	Clearstream	11037
XS0309156668	Clearstream	11037
XS0342412284	Clearstream	11037
XS0349911387	Clearstream	11037
XS0356376300	Clearstream	11037



UGF BANCA S.p.A. (on behalf of its clients) - EXHIBIT 5 to the proof of claim: "Authorised signatures"



FIRME SOCIALI

Consiglio di Amministrazione

STEFANINI Pierluigi
Presidente

Pierluigi Stefanini

PL

COFFARI Gilberto
Vice Presidente

Gilberto Coffari

Direzione Generale ():*

COLOMBINI Luciano
Direttore Generale

Luciano Colombini

COLOMBOERA Fabio
Vice Direttore Generale

Fabio Colomboera

ALBERTAZZI Gianluca
Responsabile Concessione Crediti

Gianluca Albertazzi

CAVALLI Stefano
Responsabile Funzione Segmento Retail

Stefano Cavalli

DE SANTIS Stefano
Responsabile Funzione Legale, Societario e
Compliance

Stefano De Santis

DI IORIO Pasquale
Responsabile Organizzazione e IT

Pasquale Di Iorio 16.7.2009

8 (*)-Abilitati alla firma per la Direzione Generale e per tutte le dipendenze: 05/08/2009

UGF BANCA S.p.A. (on behalf of its clients) - EXHIBIT 5 to the proof of claim: "Authorised signatures"



Direzione Generale ():*

LANZONI Romeo
Dirigente

Handwritten signature of Romeo Lanzoni.

MASCANZONI Gianfranco
Direttore Crediti

Handwritten signature of Gianfranco Mascanzoni.

PAOLETTI Beatrice
Responsabile Amministrazione e Bilancio

Handwritten signature of Beatrice Paoletti.

TAGNOCHETTI Dario
Dirigente

Handwritten signature of Dario Tagnochetti.

TRIFIRO' Carlo
Responsabile Programmazione e Controllo di Gestione

Handwritten signature of Carlo Trifiro'.

VITALE Giacomo
Vice Direttore Commerciale

Handwritten signature of Giacomo Vitale.

BONAVITA Saverio
Responsabile Finanza

Handwritten signature of Saverio Bonavita.

GORLANI Pietro
Responsabile Risk Management

Handwritten signature of Pietro Gorlani.

TESTINI Loredana
Responsabile Personale

Handwritten signature of Loredana Testini.

9 (*) -Abilitati alla firma per la Direzione Generale e per tutte le Dipendenze

05/08/2009

UGF BANCA S.p.A. (on behalf of its clients) - EXHIBIT 5 to the proof of claim: "Authorised signatures"

*Direzione Generale (*):*

ALIBERTI Paolo
Quadro Direttivo 4° Livello

A handwritten signature of 'Paolo Aliberti' in black ink, with a horizontal line underneath.

ARMO' PIRRONE Ugo
Quadro Direttivo 4° Livello

A handwritten signature of 'Ugo Armo' Pirrone' in black ink, with a horizontal line underneath.

BADIALI Marco
Quadro Direttivo 4° Livello

A handwritten signature of 'Marco Badiali' in black ink, with a horizontal line underneath.

BAGNOLINI Moreno
Quadro Direttivo 4° Livello

A handwritten signature of 'Moreno Bagnolini' in black ink, with a horizontal line underneath.

BARONCINI Felice
Quadro Direttivo 4° Livello

A handwritten signature of 'Felice Baroncini' in black ink, with a horizontal line underneath.

BEONI Ferruccio
Quadro Direttivo 4° Livello

A handwritten signature of 'Ferruccio Beoni' in black ink, with a horizontal line underneath.

BETTELLI Marco
Quadro Direttivo 4° Livello

A handwritten signature of 'Marco Bettelli' in black ink, with a horizontal line underneath.

BICCHECCHI Mauro
Quadro Direttivo 4° Livello

A handwritten signature of 'Mauro Bicchecchi' in black ink, with a horizontal line underneath.

BIRELLO Brenda
Quadro Direttivo 4° Livello

A handwritten signature of 'Brenda Birello' in black ink, with a horizontal line underneath.

10(*) - Abilitati alla firma per la Direzione Generale e per tutte le Dipendenze

20/04/2009

UGF BANCA S.p.A. (on behalf of its clients) - EXHIBIT 5 to the proof of claim: "Authorised signatures".



Direzione Generale ():*

BONOMINI Giorgio
Quadro Direttivo 4° Livello
Area Finanza

A handwritten signature in black ink, appearing to read "Giorgio Bonomini CB".

BRUSCHI Gianfranco
Quadro Direttivo 4° Livello

A handwritten signature in black ink, appearing to read "Gianfranco Bruschi".

BUX Alessandro
Quadro Direttivo 4° Livello

A handwritten signature in black ink, appearing to read "Alessandro Bux".

CASAGRANDE Claudio
Quadro Direttivo 4° Livello

A handwritten signature in black ink, appearing to read "Claudio Casagrande".

CAVALIERI Antonella
Quadro Direttivo 4° Livello
Area Amministrazione

A handwritten signature in black ink, appearing to read "Antonella Cavalieri".

CAVANNA Marinella
Quadro Direttivo 4° Livello

A handwritten signature in black ink, appearing to read "Marinella Cavanha".

CLAPCI Alberto
Quadro Direttivo 4° Livello

A handwritten signature in black ink, appearing to read "Alberto Clapci".

COCCHI Alessandro
Quadro Direttivo 4° Livello

A handwritten signature in black ink, appearing to read "Alessandro Cocchi".

COMINI Emanuele
Quadro Direttivo 4° Livello

A handwritten signature in black ink, appearing to read "Emanuele Comini".

11(*) - Abilitati alla firma per la Direzione Generale e per tutte le Dipendenze

01/10/2009

UGF BANCA S.p.A. (on behalf of its clients) - EXHIBIT 5 to the proof of claim: "Authorised signatures"



Direzione Generale ():*

COVA Enrico
Quadro Direttivo 4° Livello

A handwritten signature of Enrico COVA.

CRIVELLI Nicoletta
Quadro Direttivo 4° Livello

A handwritten signature of Nicoletta CRIVELLI.

D'ARRIGO Lucio
Quadro Direttivo 4° Livello

A handwritten signature of Lucio D'ARRIGO.

DELLACROCE Alessandro
Quadro Direttivo 4° Livello

A handwritten signature of Alessandro DELLA CROCE.

DEPOLITI Stefano
Quadro Direttivo 4° Livello

A handwritten signature of Stefano DEPOLITI.

DE SIMONE Vincenzo
Quadro Direttivo 4° Livello

A handwritten signature of Vincenzo DE SIMONE.

FALANGA PERI Roberto
Quadro Direttivo 4° Livello

A handwritten signature of Roberto FALANGA PERI.

FANTUZZI Mauro
Quadro Direttivo 4° Livello

A handwritten signature of Mauro FANTUZZI.

FIOCCHI Michele
Quadro Direttivo 4° Livello

A handwritten signature of Michele FIOCCHI.

UGF BANCA S.p.A. (on behalf of its clients) - EXHIBIT 5 to the proof of claim: "Authorised signatures"



Direzione Generale ():*

FORNASIER Luca
Quadro Direttivo 4° Livello

A handwritten signature in black ink, appearing to read "Fornasier" followed by a stylized "L".

FRAZZONI Rita
Quadro Direttivo 4° Livello

A handwritten signature in black ink, appearing to read "Frazzoni" followed by a stylized "R".

GALLERANI Stefano
Quadro Direttivo 4° Livello

A handwritten signature in black ink, appearing to read "Gallerani" followed by a stylized "S".

GAMBERI Lorenzo
Quadro Direttivo 4° Livello

A handwritten signature in black ink, appearing to read "Gamberi" followed by a stylized "L".

GHEDUZZI Andrea
Quadro Direttivo 4° Livello

A handwritten signature in black ink, appearing to read "Andrea Gheduzzi" followed by a stylized "A".

GIOSCIA Leonardo
Quadro Direttivo 4° Livello

A handwritten signature in black ink, appearing to read "Gioscia" followed by a stylized "L".

GRAZIANI Andrea
Quadro Direttivo 4° Livello

A handwritten signature in black ink, appearing to read "Andrea Graziani" followed by a stylized "A".

GUIDI Cesare
Quadro Direttivo 4° Livello

A handwritten signature in black ink, appearing to read "Guidi" followed by a stylized "C".

IZZO Roberto
Quadro Direttivo 4° Livello

A handwritten signature in black ink, appearing to read "IZZO" followed by a stylized "R".

UGF BANCA S.p.A. (on behalf of its clients) - EXHIBIT 5 to the proof of claim: "Authorised signatures"



Direzione Generale ():*

LARI Alberto
Quadro Direttivo 4° Livello Area Finanza

LEONARDI Andrea
Quadro Direttivo 4° Livello

LEONARDI Giovanni
Quadro Direttivo 4° Livello

LEPRETTI Maddalena
Quadro Direttivo 4° Livello

LIVI Luca Giuseppe
Quadro Direttivo 4° Livello

LUPPI Pier Angela
Quadro Direttivo 4° Livello

MANDRIOLI Carlo
Quadro Direttivo 4° Livello

MARCHI Andrea
Quadro Direttivo 4° Livello

MONTEVECCHI Renato
Quadro Direttivo 4° Livello

MORGAGNI Pieruigi
Quadro Direttivo 4° Livello

14(*) -Abilitati alla firma per la Direzione Generale e per tutte le Dipendenze

31/08/2009

UGF BANCA S.p.A. (on behalf of its clients) - EXHIBIT 5 to the proof of claim: "Authorised signatures"



Direzione Generale ()*:

NATALI Salvatore
Quadro Direttivo 4° Livello

A handwritten signature of Salvatore Natali.

NOBILE Mauro
Quadro Direttivo 4° Livello

A handwritten signature of Mauro Nobile.

PAPALE Maurizio
Quadro Direttivo 4° Livello

A handwritten signature of Maurizio Papale.

PIEDIGROTTA Natale
Quadro Direttivo 4° Livello

A handwritten signature of Natale Piedigrotta.

QUERCIOLI Mauro
Quadro Direttivo 4° Livello

A handwritten signature of Mauro Quercioli.

RAGUSA Santi
Quadro Direttivo 4° Livello

A handwritten signature of Santi Ragusa.

RIBATTI Elisabetta
Quadro Direttivo 4° Livello

A handwritten signature of Elisabetta Ribatti.

SANTONOCITO Giovanni
Quadro Direttivo 4° Livello

A handwritten signature of Giovanni Santonocito.

SCARAMAGLI Mauro
Quadro Direttivo 4° Livello

A handwritten signature of Mauro Scaramagli.

UGF BANCA S.p.A. (on behalf of its clients) - EXHIBIT 5 to the proof of claim: "Authorised signatures"



Direzione Generale ():*

SCASSEDDU Mauro
Quadro Direttivo 4° Livello

A handwritten signature in black ink, appearing to read 'Mauro Scascheddu'.

SERRA Franco
Quadro Direttivo 4° Livello Area Finanza

A handwritten signature in black ink, appearing to read 'Franco Serra'.

TAGLIONI Massimo
Quadro Direttivo 4° Livello
Area Back Office

A handwritten signature in black ink, appearing to read 'Massimo Taglioni'.

TALEVI Claudia
Quadro Direttivo 4° Livello

A handwritten signature in black ink, appearing to read 'Claudia Talevi'.

TEODORI Paolo
Quadro Direttivo 4° Livello

A handwritten signature in black ink, appearing to read 'Paolo Teodori'.

TESTONI Gian Guido
Quadro Direttivo 4° Livello

A handwritten signature in black ink, appearing to read 'Gian Guido Testoni'.

TOMASI Maurizio
Quadro Direttivo 4° Livello

A handwritten signature in black ink, appearing to read 'Maurizio Tomasi'.

VICENZI Michele
Quadro Direttivo 4° Livello

A handwritten signature in black ink, appearing to read 'Michele Vicenzi'.

ZUCCHINI Claudio
Quadro Direttivo 4° Livello

A handwritten signature in black ink, appearing to read 'Claudio Zucchini'.

16(*) - Abilitati alla firma per la Direzione Generale e per tutte le Dipendenze

20/04/2009

UGF BANCA S.p.A. (on behalf of its clients) - EXHIBIT 5 to the proof of claim: "Authorised signatures"



Direzione Generale ():*

AMBROSIO Italo Luigi
Quadro Direttivo 3° Livello

A handwritten signature in black ink, appearing to read "Italo Luigi Ambrosio".

ATTANASIO Alfonso
Quadro Direttivo 3° Livello

A handwritten signature in black ink, appearing to read "Alfonso Attanasio".

BACCAN Gianni
Quadro Direttivo 3° Livello

A handwritten signature in black ink, appearing to read "Gianni Baccan".

BERGAMINI Marco
Quadro Direttivo 3° Livello

A handwritten signature in black ink, appearing to read "Marco Bergamini".

BOZZI Tonino
Quadro Direttivo 3° Livello

A handwritten signature in black ink, appearing to read "Tonino Bozzi".

BUDA Pascale
Quadro Direttivo 3° Livello

A handwritten signature in black ink, appearing to read "Pascale Buda".

DEPINO Stefano
Quadro Direttivo 3° Livello

A handwritten signature in black ink, appearing to read "Stefano Depino".

DE PALMA Emilio
Quadro Direttivo 3° Livello

A handwritten signature in black ink, appearing to read "Emilio De Palma".

FINI Marco
Quadro Direttivo 3° Livello

A handwritten signature in black ink, appearing to read "Marco Fini".

UGF BANCA S.p.A. (on behalf of its clients) - EXHIBIT 5 to the proof of claim: "Authorised signatures"



Direzione Generale ():*

PATRIARCA Almerindo
Quadro Direttivo 3° Livello

A handwritten signature in black ink, appearing to read "Almerindo Patriarca".

ROCCA Sandra
Quadro Direttivo 3° Livello

A handwritten signature in black ink, appearing to read "Sandra Rocca".

ROMANO Giovanni
Quadro Direttivo 3° Livello

A handwritten signature in black ink, appearing to read "Giovanni Romano".

ROSSI Paolo
Quadro Direttivo 3° Livello

A handwritten signature in black ink, appearing to read "Paolo Rossi".

SENATORE Sergio
Quadro Direttivo 3° Livello

A handwritten signature in black ink, appearing to read "Sergio Senatore".

SOFFRITTI Daniele
Quadro Direttivo 3° Livello

A handwritten signature in black ink, appearing to read "Daniele Soffritti".

SPAMPINATO Filippo Luigi
Quadro Direttivo 3° Livello

A handwritten signature in black ink, appearing to read "Filippo Luigi Spampinato".

STANZANI Mauro
Quadro Direttivo 3° Livello

A handwritten signature in black ink, appearing to read "Mauro Stanzani".

TOLOMELLI Armando
Quadro Direttivo 3° Livello
Area Finanza

A handwritten signature in black ink, appearing to read "Armando Tolomelli".

19(*) - Abilitati alla firma per la Direzione Generale e per tutte le Dipendenze..... 20/04/2009

UGF BANCA S.p.A. (on behalf of its clients) - EXHIBIT 5 to the proof of claim: "Authorised signatures".



Direzione Generale ():*

FORNI Fausto
Quadro Direttivo 3° Livello

FOTI Domenico
Quadro Direttivo 3° Livello

LAMBERTINI Andrea
Quadro Direttivo 3° Livello

MAINI Ivano
Quadro Direttivo 3° Livello
Area Amministrazione

MARRACCINI Alberto
Quadro Direttivo 3° Livello

MASOTTI Alessandra
Quadro Direttivo 3° Livello

MAZZOTTI Mirella
Quadro Direttivo 3° Livello

MUSOLESI Barbara
Quadro Direttivo 3° Livello

PASCALE GUIDOTTI MAGNANI Fabrizio
Quadro Direttivo 3° Livello
Area Back Office

UGF BANCA S.p.A. (on behalf of its clients) - EXHIBIT 5 to the proof of claim: "Authorised signatures"



Direzione Generale ():*

VANNINI Paolo
Quadro Direttivo 3° Livello
Area Amministrazione

P. Vannini PL

ZOCCHI Antonino
Quadro Direttivo 3° Livello

A. Zocchi AZ

Per la Funzione Mutui e Crediti Speciali

RIGHI Piero

P. Righi PR

Per la Funzione Segreteria Fidi, Garanzie e Anagrafe Generale:

MELILLO Maria Teresa

M. Melillo MM

Per la Funzione Back Office Estero

BERNARDONI Alessandro

A. Bernardoni AB

Per la Funzione Asset Management Risparmio Gestito

BOLOGNINI Gianluca

Gianluca Bolognini GB

CAVANI Filippo

Filippo Cavani FC

GALLETTI Luca

Luca Galletti LG

20 (*) - Abilitati alla firma per la Direzione Generale e per tutte le Dipendenze

15/09/2009

UGF BANCA S.p.A. (on behalf of its clients) - EXHIBIT 5 to the proof of claim: "Authorised signatures".



Direzione Generale ():*

LANDI Valeria

Valeria Landi VL

MERLI Silvia

Silvia Merli MS

ORLANDO Francesca

Francesca Orlando FO

ZAVALLONI Maurizio

Maurizio Zavalloni MZ

Per la Funzione Raccolta Ordini Negoziazione

FABBRI Alberto

Alberto Fabbri AF

MONARI Giovanni

Giovanni Monari GM

SERRA Gianluca

Gianluca Serra GS

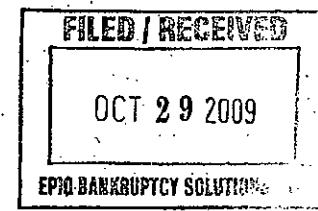
SGATTI Alessandro

Alessandro Sgatti AS

ZEN Marco

Marco Zen MZ

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Neal H. Winkler
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DATE

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